

EXHIBIT G

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

PAUL MONPLAISIR, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

INTEGRATED TECH GROUP, LLC and
ITG COMMUNICATIONS LLC,

Defendants.

Case No.: 3:19-cv-01484-WHA

DECLARATION OF PAUL MONPLAISIR

Judge: Hon. William Alsup

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and Putative Class

DECLARATION OF PAUL MONPLAISIR

I, Paul Monplaisir, have personal knowledge of the facts stated in this declaration and would testify to those facts if called upon to do so.

1. I am an adult resident of Lake Worth, Florida.

2. I worked as a Technician for Integrated Tech Group, LLC and ITG Communications LLC (collectively "Defendants" or "ITG") in both California and Florida.

3. I worked as a Technician in Florida from approximately January 2017 until March 2018. I then worked as a Technician in California from approximately March 2018 until June 2018.

4. In Florida, I worked in three ITG branches: West Palm Beach, Broward, and Fort Meyers. In California, I worked in the San Francisco branch.

5. During my time working for ITG as a Technician, I performed various services, all related to the installation and repair of cable services for ITG's client(s). The services included installing cable, Internet, and telephone; troubleshooting; running new telephone lines; running coax cables for new outlets; installing ground cable; educating customers on equipment; providing customer service; and replacing and installing drops.

EXPERIENCE WORKING AT ITG AS A FIELD TECHNICIAN

TYPICAL WORK DAY

6. ITG required that I underreport my time, resulting in a substantial number of hours worked for which I was not compensated. ITG told me to enter that my beginning time was typically an hour after I actually started working, and ITG typically required me to enter that I stopped working several hours before I actually stopped working. Specifically, Technician Supervisors instructed me to reduce my true hours worked in order to show higher production and increase my hourly rate. Jose Tores, a director for ITG, was in charge of the Technicians and

1 Technician Supervisors. He told me repeatedly, “It looks better if you don’t make as many hours
2 because your production will be higher.” Similarly, my Supervisor in Florida, Hemberto Centiro,
3 told me, “Don’t worry about the hours, you make a lot of production.”

4 7. ITG notified me of my jobs for the day between 6:15 a.m. and 7:00 a.m. through
5 “Tech Net,” which was later replaced by “Tech 360,” which are applications ITG used for
6 managing jobs. In addition to being notified by Tech Net and later Tech 360, my Supervisors
7 Hemberto and Wilgod, would call me on my personal cellphone if I had not logged in by 7:00 a.m.
8 Throughout my employment at ITG, I used my personal cellphone to log into Tech Net.
9

10 8. Throughout my time working as a Technician for ITG, I typically arrived to work
11 between 6:30 a.m. and 6:45 a.m. each day. My day typically began at the warehouse, where I
12 would load up my truck with equipment. I waited in line for the equipment between forty-five (45)
13 minutes and one and a half hours (1.5 hours) each day. This time worked was not recorded.
14

15 9. Approximately one day per week, I was also required to report to the warehouse
16 even earlier so that ITG could perform an inventory of the equipment in my vehicle and so I could
17 obtain additional equipment such as modems, cable boxes, remotes, cable cords, coax cables,
18 telephone line cubes, electrical tap, stickers, signs, nails, silicone, Ethernet cable, amplifiers, tie
19 wrap, ground wire, DVR boxes, grounders (for aerial drops), splitters, fittings, plastic moldings and
20 wood putty from ITG. My Supervisor in Florida, Hemberto Centiro, and my Supervisor in
21 California, Wilgod (last name unknown), instructed me not to enter the time spent during these
22 inventory check-ins on my time sheets. As a result, I was not paid for those additional hours of
23 work.
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25 10. My Supervisors Hemberto and Wilgod also required that I attend mandatory weekly
26 meetings to discuss installations and ways to increase productivity. These meetings were typically
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1 between one (1) hour and one and a half hours (1.5 hours) each week. I do not believe that I was
2 paid for attending these meetings.

3 11. Typically, ITG assigned me between seven (7) and eight (8) jobs per day. ITG
4 assigned me as many as fifteen (15) jobs in a single day. ITG limited the allotment of time for each
5 job to a two (2) hour time frame regardless of the scope of work to be performed. Individual jobs
6 typically took between one (1) hour and five (5) hours to complete, however, one job could take an
7 entire day to complete.

9 12. There were some days I was assigned my full work load and also had to help out
10 other Technicians. ITG did not count jobs originally assigned to other Technicians toward my jobs
11 assigned and completed per day. Therefore, in addition to the jobs assigned to me by ITG, my total
12 jobs for the day could increase as much as three (3) extra jobs per day.

13 13. During the course of the day, ITG sometimes added or removed my job assignments
14 from Tech Net, and later Tech 360. Throughout my employment there were many times I would
15 click on an assigned job, accept the job, enter the job location in the GPS, and drive to the
16 customer's home. When I arrived at the job and parked the truck outside the customer's home, I
17 would then sign into the job. Between ten (10) and fifteen (15) times a week, ITG removed the job
18 from the system after I had already arrived at the customer's home. I typically waited an extra
19 thirty (30) minutes to one (1) hour for the job to come back, but it rarely did, even after I called my
20 Supervisors to complain. Both Supervisors, Hemberto and Wilgod, often told me that auto routing
21 took the job away once I arrived at the customer's home and that they would email Comcast to get
22 the job back, but the job rarely came back. I do not believe that I was paid for the time spent
23 driving to the canceled job or waiting for it to come back.
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14. Similarly, jobs were taken away from me when I was in the middle of a job or had completed the job, but had not yet signed into Tech Net or Tech 360 to enter that I completed the job. I would call both Supervisor Hemberto and Supervisor Wilgod to complain and this was rarely resolved. I do not believe that I was paid for the time spent on these jobs.

15. After I completed a job, I would drive to the next job. The drive time between jobs in Florida often took between fifteen (15) and forty-five (45) minutes, and sometimes as long as one (1) hour. In California the drive time between jobs often took between thirty (30) minutes and one hour and forty-five minutes (1 hr 45 min).

16. My day usually ended between 8:00 p.m. and 10:00 p.m. I would drive home after completing my last job except for once every other week I would drive to the warehouse after my last job to return equipment and for ITG to check the status of the equipment. This usually took me between three (3) and four (4) hours. I believe this time spent at the warehouse was not reported. I do not believe that I was paid for this time.

17. In total, I would work typically between six (6) and seven (7) days per week, on average fifteen (15) hours per day, and between ninety (90) and one hundred and five (105) hours per week.

MEAL BREAKS

18. As a Technician, I usually was not provided with full 30-minute meal periods during the first five (5) hours that I was on duty during which I was able to be relieved of all duties. I was too busy to take meal periods because of ITG's demanding schedule. The number of jobs assigned in a given day, the amount of time jobs typically took to complete, and the pressure placed upon me by Supervisors to complete all daily assignments made it nearly impossible to take a meal break.

19. Managers and Supervisors did not enforce a 30-minute meal period. Instead, I was directed by my Supervisors Hemberto and Wilgod to work through my meal periods. Any time I

1 took to eat would typically take place while I was driving from one job to another, and even then, I
2 was required to have my cellular telephone on me at all times and be available to respond to any
3 work calls.

4 20. Even though my shifts exceeded ten (10) hours, ITG regularly did not provide me
5 with second meal periods either.

6 21. I was considered “on duty” and I generally worked through my meal breaks. I was
7 not compensated the one hour of premium pay for each workday that the meal periods were not
8 permitted.

9
10 **REST BREAKS**

11 22. As a Field Technician, I generally was not provided with a full 10-minute rest period
12 for every four (4) hours worked during which I was relieved of all duties. There was no particular
13 schedule for rest periods. This was true throughout my employment with ITG.

14 23. My Supervisor instructed me to continue working until each job was finished. Once
15 I would finish one job, I was instructed to move on to the next job. I was not allowed rest breaks.

16 24. I was considered “on duty” and I do not believe I was paid appropriately.

17
18 **MANDATORY TRAINING**

19 25. ITG required me to attend a full day, mandatory orientation session to familiarize
20 myself to ITG’s policies and practices. The orientation took approximately fourteen (14) hours to
21 complete.

22 26. After I completed the orientation session, ITG had me accompany an experienced
23 ITG Technician for four (4) weeks in order to learn the job assignments. I was not compensated for
24 all the hours worked, even after complaining to my Supervisor.

COMPENSATION

27. While working for ITG, I entered codes and hours through the Penguin application, which was replaced by the Fuse application, for the various job tasks I performed, and each of those codes corresponded to a specific dollar amount. ITG would regularly delete codes for tasks I had completed, or change the codes to a lower paying code. My Supervisors, Hemberto and Wilgod, instructed me not to enter a code at all, even though I completed the corresponding task. My Supervisors, Hemberto and Wilgod, instructed me not to enter any codes when assisting other Technicians with jobs.

28. My finalized time entries were not accurate and showed a lower number of hours than I actually worked. My time entries either omitted or underreported the actual amount of time I spent: attending orientation and training, working prior to my shifts, taking any meal break, working on jobs that took over two hours, and driving to and between jobs.

29. I did not receive accurate wage statements. My pay stubs showed several regular and overtime rates, but they did not reflect my specific tasks or jobs. My pay stubs did not include all the hours I worked, compensation for missed meal and rest periods, or all of the jobs or tasks I completed.

BUSINESS EXPENSES

30. In order to do my job, I had to purchase tools and equipment, such as a wireless drill, drill bits, pliers, screwdriver, staple gun, nails, splitters, net gear, many types of cable, a cellular phone, boots, and pants. I purchased two cellular phones. My Manager Frank instructed that the cellular phone had to be an iPhone in order to be compatible with ITG's applications. This was an expense for me. ITG did not reimburse me for the cellular phone or supply me with a cellular phone. ITG did not provide proper tools necessary to complete the jobs assigned. I purchased tools

1 and supplies and I was not reimbursed, even after providing receipts. I was never reimbursed for
2 these expenses. Each month I spent up to \$300 on tools and supplies. I provided receipts for all
3 tools and supplies purchased. I was told that I could purchase tools from ITG, but they charged
4 more than double than if I purchased them at a hardware store.

5
6 31. ITG has a Payment Program where ITG loans funds for the purchase for the
7 purchase of tools needed to complete jobs assigned by ITG. I did not agree to be a part of this
8 Program because I believe that it would have been cheaper for me to go to a hardware store to
9 purchase the tools myself. However, I believe that ITG took money out of my paycheck anyway.

10 32. The Penguin system showed deductions for the supplies necessary to purchase in
11 order to complete the jobs assigned by ITG. Once ITG transitioned from using the Penguin
12 application to the Fuse application, I was unable to see the dollar amount deductions taken out of
13 my paycheck for tools and supplies.

14
15 33. I paid for the majority of the fuel that I needed. ITG sometimes provided fuel cards,
16 but there were restrictions on the amount of fuel I could purchase and restrictions of where I could
17 purchase the fuel. For the majority of the time, ITG did not supply fuel cards and I ended up paying
18 for most of the fuel myself. I was not reimbursed, even after I provided fuel receipts. I provided
19 receipts and was never reimbursed. In California, ITG provided a fuel card with limitations which
20 included that ITG would only pay \$80 per week. I spent between \$200 and \$300 a week on fuel.

21
22 34. I believe that ITG also made other deductions from my pay. For example, if a
23 customer called back with the same service issue, or something was not working properly, I believe
24 that replacement parts were deducted. I also believe that I was charged for equipment I never lost,
25 and damage to a customer's home that never occurred. I could see the deductions on Penguin and
26 would complain to both Supervisors, Hemberto and Wilgod; but these issues would not get
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1 resolved. Once ITG transitioned to Fuse, I was not able to see any deductions. I believe that ITG
2 continued to make these deductions.

3 **EXPERIENCE WORKING AT ITG AS A TRAVELING TECHNICIAN**

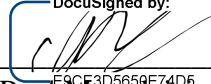
4 35. ITG had me travel outside of my home region to work at various locations, including
5 California. I worked in California for four (4) months. I was also a traveling technician in Fort
6 Meyers, Florida for three (3) months as my home was over three (3) hours from Fort Meyers. I
7 lived in a hotel during those times when I worked for ITG as a Traveling Technician. I was not
8 compensated for the time it took to travel to my assignments as a Traveling Technician.
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10 36. When I worked at these locations, ITG only provided me with flights to and from the
11 assigned worksite, a hotel room, twenty-five dollars per diem, and a gas card for up to \$80 dollars a
12 week. The per diem amount was insufficient to cover all of my expenses. The gas card was also
13 usually insufficient. Each week I spent up to \$125 to cover the fuel expenses, and an additional
14 \$250 to cover my per diem expenses.
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16 37. I often stayed in a cramped hotel room with other Traveling Technicians, and often
17 was required to share a bed or sleep on the floor.
18

19 I declare under penalty of perjury under the laws of the State of Florida that the foregoing is
20 true and correct and based upon my own personal knowledge.

21 Executed on this ^{30th} _____ day of May, 2019.
22

23 DocuSigned by:
24 
25 Paul Monplaisir
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